

*Sand & Silica
Community Development District*

Meeting Agenda

August 20, 2026

AGENDA

Sand & Silica

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

August 13, 2026

**Board of Supervisors
Sand & Silica
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Sand & Silica Community Development District** will be held on **Thursday, August 20, 2026 at 2:30 PM, at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the July 16, 2026 Meeting
4. Consideration of Agreement for Professional Engineering Services with Osceola Engineering, LLC
5. Ratification of the Correction of Scrivener's Errors on Resolutions 2026-10 and 2026-29 Regarding the Effective Date of the District's Ordinance
6. Public Hearing
 - A. Consideration of Engineer's Report
 - B. Consideration of Master Assessment Methodology Report
 - C. Public Comment & Testimony
 - D. Consideration of Resolution 2026-32 Levying Special Assessments
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
8. Other Business
9. Supervisors Requests
10. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

George S. Flint

George S. Flint
District Manager

CC: Tucker Mackie, District Counsel
Broc Althafer, Interim District Engineer
Darrin Mossing, GMS

Enclosures

MINUTES

*This item will be provided under
separate cover*

SECTION IV

**AGREEMENT BETWEEN THE SAND & SILICA COMMUNITY
DEVELOPMENT DISTRICT AND OSCEOLA ENGINEERING, INC.
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into as of this _____, 2026, by and between:

SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located within the City of Davenport, Polk County, Florida, and with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (“District”); and

OSCEOLA ENGINEERING, INC., a Florida corporation, with a mailing address of 1003 Florida Avenue, St. Cloud, Florida, 34769 (“Engineer”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Uniform Act”), by ordinance of the City Commission of the City of Davenport, Florida in Polk County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District had solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Article 2. Scope of Services

- A. The Engineer will provide general engineering services, including:
1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 2. Meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 3. Review and execution of documents under the District's Trust Indentures and monitoring of District projects.
 4. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
1. Periodic visits to the site, or full-time construction management of District projects, as directed by the District.
 2. Processing of contractor's pay estimates.
 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 4. Final inspection and requested certificates for construction including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work

accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Schedule A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 6. Term of Contract. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 22.

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 8. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida’s public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 9. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the

“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

D. Engineer shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by the District.

Article 10. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 11. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify

approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 12. Insurance.

- A.** Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
- 1.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - 2.** Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
 - 3.** Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 - 4.** Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per claim and in the aggregate.
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law, except with respect to the Professional Liability Insurance which shall be on a claims-made basis.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be included as additional insured parties, except with respect to the Worker's Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without prior written notice to the District at least thirty (30) days prior to the change or termination. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

- D. If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 13. Contingent Fee. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 14. Audit. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 15. Indemnification.

- A. The Engineer agrees to indemnify and hold the District and its officers, supervisors and staff harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement.
- B. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes*, or other applicable law: liability under this section shall in no event exceed the sum of One Million Dollars (\$1,000,000). Engineer shall carry, at its own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement.
- C. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this Agreement, the Parties shall have no liability to each other for indirect, consequential, or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup.
- D. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL**

EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

- E. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 16. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, Florida Statutes, or any other statute or law.

Article 17. Public Records. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 1-407-841-5524, GFLINT@GMSCFL.COM, OR 219 EAST LIVINGTON STREET, ORLANDO, FLORIDA 32801.

Article 18. Employment Verification; E-Verify. The Engineer agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and

Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095, Florida Statutes, within the year immediately preceding the date of this Agreement.

ARTICLE 19. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

ARTICLE 20. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

ARTICLE 21. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

Article 22. Assignment. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

ARTICLE 23. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred by operation of law.

Article 24. Controlling Law. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Polk County, Florida.

Article 25. Termination. The District may terminate this Agreement for cause upon fifteen (15) day's prior written notice to Engineer which notice shall provide a ten (10) day grace period within which to cure any default of which notice has been given (or such longer period of time as is reasonably necessary to cure the default if the nature of the default is such that it cannot be cured within the ten (10) day grace period) provided the Engineer is diligently prosecuting such cure to completion. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 26. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 27. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

ARTICLE 28. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 29. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Sand & Silica Community Development District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
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With a copy to:	Kutak Rock, LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
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If to Engineer:	Osceola Engineering, Inc. 1003 Florida Avenue St. Cloud, Florida 34769
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Attn: Broc Althafer

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

ARTICLE 30. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 31. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 32. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 33. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 34. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

ARTICLE 35. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

ARTICLE 36. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an

alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 37. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily used by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality ("Standard of Care"). Any designs, drawings, reports, or specifications prepared or furnished by Engineer that fail to conform to the Standard of Care will be promptly corrected by Engineer at no cost to the District.

ARTICLE 38. ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both the District and Engineer, the risks have been allocated such that the District agrees that to the fullest extent permitted by law, Engineer's total liability in the aggregate to the District and any persons or entities claiming by, through or under the District, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, Engineer's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed One Million Dollars (\$1,000,000). The District and Engineer may agree to a higher limitation of liability for an increased fee.

ARTICLE 39. COMPLIANCE WITH CHAPTER 287, *FLORIDA STATUTES*. Engineer acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- B. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- C. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
- D. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- E. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

Engineer acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Engineer acknowledges that the District may terminate this Agreement if the Engineer is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Engineer certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Engineer shall immediately notify the District. By entering into this Agreement, Engineer agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**SAND & SILICA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WITNESS:

OSCEOLA ENGINEERING, INC., a Florida
corporation

Witness

By: _____
Title: _____

Exhibit A: Form of Work Authorization
Exhibit B: Schedule of Rates

Exhibit A
Form of Work Authorization

_____, 202__

Sand & Silica Community Development District
Polk County, Florida

Subject: **Work Authorization Number [__]**
 Sand & Silica Community Development District

Dear Chairman, Board of Supervisors:

Osceola Engineering, LLC (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Sand & Silica Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated _____, 2026 (“**Engineering Agreement**”) as follows:

I. Scope of Work

[INSERT SCOPE OF WORK]

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse Engineer all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Engineer. We look forward to working with you.

Sincerely,

Osceola Engineering, LLC

Name: _____
Authorized Representative

APPROVED AND ACCEPTED

By: _____
Chair/Vice-Chair, Sand & Silica
Community Development District

Exhibit B
Schedule of Rates

2026 HOURLY RATE AND REIMBURSABLE EXPENSE FEE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Expert Witness and Testimony	\$562.50
Principal Preparation for Deposition/Trial	400.00
Principal Engineer	225.00
Project Manager	190.00
Landscape Architect	155.00
Project Engineer	155.00
Senior Planner	145.00
Senior Engineering Designer	135.00
Senior Landscape Designer	125.00
Senior CADD Designer	105.00
Executive Assistant	95.00
Word Processor	75.00
Office Assistant	75.00

In cases where overtime work is performed by hourly paid employees, it shall be billed at a rate of one and one-half (1½) times the standard hourly rates.

Reimbursable Expenses

Reimbursable expenses are charged to the Client as shown on the schedule below. Reimbursable expenses include all printing and reproduction costs associated with reports, prints, postage and shipping; laboratory analysis; permit application fees; sub-consultant fees; expenses for travel outside a sixty (60) mile radius of the Osceola County area to include food, transportation, lodging and tolls.

a. Prints – 24" x 36"/30" x 42" Blackline, ea.	4.00
b. Prints – 11"x17"	0.20
c. Prints – 8.5" x 11"	0.10
d. Travel per mile	0.70
e. Printing (other), Graphics, Postage, etc.	Cost + 15%
f. Out of Town Expenses (Overnight)	Cost + 15%
g. Sub-Consultant Services, Laboratory Testing, etc.	Cost + 15%
h. Permit and Application Fee Advances	Cost + 15%
k. Courier Services	Cost + 15%

Hourly rates and costs associated with reimbursable expenses in effect through December 31, 2026. Rates may be revised annually, effective January 1st.

SECTION V

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT OF THE SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sand & Silica Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, the District was established by Ordinance 1354, adopted by the Board of County Commissioners of Polk County, Florida, which became effective on October 6, 2025; and

WHEREAS, Section 190.0485, *Florida Statutes*, requires a “Notice of Establishment” to be recorded within thirty (30) days after the effective date of the ordinance; and

WHEREAS, the organizational meeting of the District’s Board of Supervisors was scheduled for April 16, 2026 (the “Organizational Meeting”); and

WHEREAS, prior to the date of the Organizational Meeting, Kutak Rock, LLP, arranged for the recording of the “Notice of Establishment of the Sand & Silica Community Development District” in the property records in Polk County, Florida to ensure compliance with Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT:

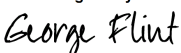
SECTION 1. RATIFICATION. The actions of Kutak Rock, LLP in recording the Notice of Establishment of the Sand & Silica Community Development District are hereby ratified, confirmed and approved.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of April, 2026.

ATTEST:

**SAND & SILICA COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

B61B5DF431644AD...
Secretary/Assistant Secretary

Signed by:

D2F967007B384D2...
Chairperson, Board of Supervisors

RESOLUTION NO. 2026-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$58,120,000 AGGREGATE PRINCIPAL AMOUNT OF SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES, TO PAY ALL OR A PORTION OF THE DESIGN, ACQUISITION, CONSTRUCTION COSTS OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, ROADWAY, UTILITIES, BRIDGES AND WATERWAY CROSSING, STORMWATER, LANDSCAPE AND IRRIGATION IN PUBLIC RIGHTS-OF-WAY, SIGNAGE; AND ALL RELATED SOFT AND INCIDENTAL COSTS (COLLECTIVELY, THE “PROJECT”), PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION TO SERVE AS TRUSTEE; APPROVING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE AND A SUPPLEMENTAL TRUST INDENTURE IN SUBSTANTIALLY THE FORMS ATTACHED HERETO; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT (EXCEPT AS OTHERWISE PROVIDED HEREIN), THE CITY OF DAVENPORT, FLORIDA, POLK COUNTY, FLORIDA OR OF THE STATE OF FLORIDA OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE PROJECT AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the Sand & Silica Community Development District (the “District”), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 1354 of the City Commission of the City of Davenport, Florida, enacted and effective on October 6, 2025;

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the design, acquisition, construction costs of certain public infrastructure improvements to be located in or to benefit of developable lands within the District including, but not limited to, public roadways, utilities, stormwater, landscape, hardscape and irrigation in public rights-of-way, signage; and all related soft and incidental costs, pursuant to the Act (collectively, the “Project”), as referred to on **Schedule “I”** hereto;

WHEREAS, the District desires to authorize the issuance of not to exceed \$58,120,000 aggregate principal amount of its Sand & Silica Community Development District Special

Assessment Bonds, in one or more series (collectively, the “Bonds”), in order to pay all or a portion of the design, acquisition and construction costs of the Project;

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the public infrastructure improvements on District lands and certain adjacent lands the improvement of which will specially benefit certain District lands known as Sand & Silica;

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically including, but not limited to, Sections 190.011(9), 190.011(14), 190.014, 190.016(1), 190.016(2), 190.016(5), 190.016(8), 190.016(11), 190.016(13), 190.022 and 190.023 of the Act, to issue the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Sand & Silica Community Development District, as follows:

Section 1. Authorization of Bonds. The District hereby authorizes the issuance of not to exceed \$58,120,000 aggregate principal amount of the Bonds in one or more series to (i) finance all or a portion of the costs of the Project; (ii) fund debt service reserve accounts for each series of bonds so issued; and (iii) pay the costs of issuing the Bonds. Pursuant to Section 190.016(1) of the Act, the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 2. Certain Details of the Bonds. The Bonds and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District (except as provided herein), the City of Davenport, Florida, (the “City”), Polk County, Florida (the “County”) or of the State of Florida (the “State”), or of any other political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the City, the County or the State, or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered in payment of the purchase price of the Project or sold at public or private sale, as provided in Section 190.016(1), Florida Statutes, each series in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of the Bonds issued may not exceed \$58,120,000 unless this Resolution is amended prior to the validation of the Bonds authorized herein;

(ii) be issued in fully registered form in a minimum principal denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof, except as otherwise provided in the herein defined Indenture;

(iii) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in one or more resolutions adopted by the District prior to the issuance and delivery of the Bonds of any series;

(iv) the Bonds of each series shall be payable in not more than 30 annual installments of principal; and

(v) be dated as provided in a resolution adopted by the District prior to the issuance and delivery thereof.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds of any series. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture hereinafter referred to, the form of which is set out as composite **Exhibit “A”** attached hereto.

Prior to the issuance and delivery of the Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings and the adoption of resolutions in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

Section 3. Designation of Attesting Members. Each Assistant Secretary of the Board of Supervisors (the “Board”) of the District (each individually a “Designated Member”) and the Secretary, or any other appointed Assistant Secretary, are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 4. Authorization of Execution and Delivery of Master Trust Indenture and Supplemental Trust Indenture. The District does hereby authorize and approve the execution by the Chairperson or Vice Chairperson and any Designated Member and the delivery of a Master Trust Indenture and a Supplemental Trust Indenture (collectively, the “Indenture”) for the Bonds, each between the District and the Trustee named in Section 6 of this Resolution. The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the forms thereof attached hereto and marked composite **Exhibit “A”** and hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the

Chairperson (or in his or her absence, the Vice Chairperson) executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Indenture attached hereto.

Section 5. Sale of Bonds. Pursuant to the provisions of Section 190.016(1) of the Act, the Bonds may be delivered in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale after such advertisement, if any, as the Board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon, in conformance with the provisions of the Act.

Section 6. Appointment of Trustee. The District hereby appoints U.S. Bank Trust Company, National Association to act as trustee under the Indenture (the "Trustee"). The Trustee shall also serve as the Paying Agent and Registrar under the Indenture.

Section 7. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Tenth Judicial Circuit of Florida, in and for Polk County, Florida, for validation and the proceedings incident thereto for the Bonds to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chairperson, Vice Chairperson or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District and the District's underwriter are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 8. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairperson, the Vice Chairperson, the Secretary and each Designated Member and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Bonds, any documents required in connection with implementation of a book-entry system of registration, any funding agreements, acquisition agreements, true-up agreements and/or completion agreements with the Developer (as such term is defined in the Indenture), and investment agreements relating to the investment of the proceeds of the Bonds and any agreements in connection with maintaining the exclusion of interest on the Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Designated Member is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 9. Bond Anticipation Notes. The District may, if it determines it to be in its best financial interest, issue Bond Anticipation Notes (“BANs”) in order to temporarily finance the costs of all or a portion of the Project. The District shall by proper proceedings authorize the issuance and establish the details of such BANs pursuant to the provisions of Section 190.014, Florida Statutes, as amended other applicable provisions of laws.

Section 10. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series of Bonds, fixing the details of such series of Bonds remaining to be specified or delegating to the Chairperson, the Vice Chairperson or a Designated Member the authority to fix such details.

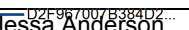
Section 11. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 12. Effective Date. This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED in Public Session of the Board of Supervisors of the Sand & Silica Community Development District, this 16th day of July, 2026.

**SAND & SILICA COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Name: George Flint
Title: Secretary, Board of Supervisors

Signed by: 
By: 
Name: Jessa Anderson
Title: Chairperson, Board of Supervisors

SCHEDULE I

DESCRIPTION OF THE PROJECT

The Project includes, but is not limited to, the following improvements:

- Stormwater management and control facilities, including but not limited to, related earthwork;
- Water, wastewater and reclaimed water facilities, including any applicable connection fees;
- Public roadway improvements;
- Undergrounding differential cost of electric utilities;
- Irrigation, landscaping, hardscaping and irrigation in public rights-of-way; and
- Related soft and incidental costs.

EXHIBIT A

FORM OF MASTER TRUST INDENTURE
AND
SUPPLEMENTAL TRUST INDENTURE

SECTION VI

SECTION A

Sand & Silica

COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

INFRASTRUCTURE IMPROVEMENTS

PREPARED FOR

Sand & Silica Community Development District
Board of Supervisors
c/o Governmental Management Services- Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

PREPARED BY



July 2026

SAND & SILICA CDD ENGINEER'S REPORT TABLE OF CONTENTS

Narrative

I.	Introduction	2
	a. Location and General Description	2
	b. District Purpose and Scope	2
	c. Description of Land Use	2
II.	Status of Permitting	3
III.	Infrastructure Benefit	4
IV.	Infrastructure Improvements	5
V.	Description of the Infrastructure and Construction Schedule	5
	1. Storm Water Management Systems	5
	2. Potable Water Distribution Systems	5
	3. Sanitary Sewer Collection & Conveyance Systems	5
	4. Reclaimed Water Distribution Systems	5
	5. External Roadway Improvements	6
	6. Landscape, Irrigation & Hardscape Improvements	6
	7. Underground Electrical System	6
	8. Professional and Inspection Fees	6
	9. Construction Schedule	6
VI.	Ownership and Maintenance	7
VII.	Real Property Interests	7
VIII.	Estimate of Capital Improvement Costs	8
IX.	Conclusions and Summary Opinion	8

Appendix

I.	Exhibit 1 – Location Map
II.	Exhibit 2 – District Legal Description
III.	Exhibit 3 – PD Concept Plan
IV.	Exhibit 4 – Development Permit Status
V.	Exhibit 5 – Stormwater Management Exhibit
VI.	Exhibit 6 – Water Distribution Exhibit
VII.	Exhibit 7 – Sanitary Sewer Exhibit
VIII.	Exhibit 8 – Reclaim Distribution Exhibit
IX.	Exhibit 9 – External Roadway Improvement Plan Exhibit
X.	Exhibit 10 – Landscape Exhibit
XI.	Exhibit 11 – Master Project Cost Summary

 Broc L. Althafer, P.E. Date
 Florida Engineer License No. 72321
 Osceola Engineering, Inc. No. 26265

SAND & SILICA CDD ENGINEER'S REPORT

I. Introduction

a. Location and General Description. The Sand & Silica Subdivision is a residential land development project (the "Development") located in northeastern Polk County, Florida, within the City of Davenport. The Development contains approximately 287.90 acres and is wholly contained within the boundaries of the Sand & Silica Community Development District (the "District"). The District is located north of Cyrils Drive and east of US Lake Ajay, all within Section 14, Township 25 South, Range 31 East. The location of the District is graphically shown on **Exhibit 1-Location Map** and the District Boundaries are shown by phase of development on **Exhibit 2- District Legal Description**, both located within the **Appendix** of this Master Engineer's Report ("Report").

In accordance with the City of Davenport Comprehensive Plan, the Development is located within an area assigned future land use of Residential Low (RL) with the corresponding zoning designation of City Planned Unit Development. The Planned Unit Development was approved by the City Commission of Davenport on October 24, 2024, under Ordinance No. 1321. The Amended Planned Unit Development, Ordinance No: 1442, was later approved by the City Commission of Davenport on March 16, 2026. The **PUD Concept Plan** is included as **Exhibit 3** in the **Appendix**. The preliminary plat was approved by the City of Davenport Planning Commission on March 17, 2025.

b. District Purpose and Scope. The District was established pursuant to City of Davenport Ordinance No. 1354 enacted by the City Commission of Davenport effective October 6, 2025, for the purpose of financing, acquiring or constructing, maintaining, and/or operating infrastructure necessary to support the Development. The purpose of this Report is to provide a description of the public infrastructure improvements to be financed, constructed, and/or acquired by the District. Pulte Home Company, LLC, the primary developer of the Development (the "Developer") has completed construction of the initial phase, and construction of the remaining phases is on-going. The Developer has and will construct the Development infrastructure financed by the District and will construct the balance of the infrastructure needed for the Development that is not financed by the District.

c. Description of Land Use. The lands within the District encompass approximately 287.90 acres. The Development is planned as a 1,068-unit residential community consisting of detached single family units and attached townhome units. The table below illustrates the current land use plan.

<u>Proposed Land Use</u>	<u>Approximate Area</u> (Acres)
Road Rights of Way	42.51
25' wide lots	117.44
40' wide lots	
50' wide lots	
Amenity	6.87
Conservation (Wetlands and Buffers)	27.50
Open Space	35.22
Lift Station Tracts	0.94
Water Management Ponds	57.43
Total	287.90

The PD Concept Plan included as **Exhibit 3** in the **Appendix** provides a pictorial illustration of the above proposed land uses.

II. Status of Permitting

The current plan of development is expected to include 732 single family detached units and 336 townhome units, recreational uses, roadways and alleyways, storm water management areas, and open spaces.

The local government regulations governing the Development include: the City of Davenport Comprehensive Plan; City of Davenport Land Development Regulations; the Polk County Land Development Code; and the Sand & Silica Planned Unit Development (Ordinance 1321 and Ordinance 1442).

State and Federal Agencies administering permit authority include: Southwest Florida Water Management District; Florida Department of Environmental Protection and the United States Army Corps of Engineers. The Florida Department of State Division of Historical Resources also has public comment input required for the SWFWMD permit.

The following permits are required for the Development:

1. Southwest Florida Water Management District (SWFWMD):
Environmental Resource General Construction Permit
2. City of Davenport
Planned Development Zoning Map Amendment
Site Development Plan Approval
3. Polk County
Site Development Plan Polk County Level 2 Approval

4. State of Florida Department of Environmental Protection (FDEP)
 - Potable Water Supply Distribution System Permit
 - Domestic Wastewater/Transmission System Permit
 - National Pollutant Discharge Elimination System N.O.I.
5. Florida Department of State Division of Historical Resources:
 - Archeological Assessment Sufficiency Approval

Please see **Exhibit 4** in the **Appendix** for a detailed description of the permit status. It is our opinion the necessary permits for the construction of the improvements associated within the Development have been obtained and there are no technical reasons existing at this time which would prohibit the implementation of the plans for the Development as presented herein. Furthermore, all permits not yet issued and which are necessary to affect the infrastructure improvements described herein will be obtained during the ordinary course of constructing the Development.

III. Infrastructure Benefit

The public infrastructure described herein as proposed to be provided by the District provide two types of public benefits. These benefits include:

1. Project wide public benefits
2. Incidental public benefits

The **project-wide public benefits** are provided by public infrastructure improvements that serve all residents in the District. These public infrastructure improvements include: master storm water management systems; potable water distribution systems; reclaimed water distribution systems; sanitary sewer collection systems; and hardscape, landscape and irrigation improvements designed to serve the entire District (“Master Project Improvements”). The Master Project Improvements are described herein and in **Exhibit 3** in the **Appendix**.

Incidental public benefits include those benefits received by the general public who do not necessarily reside within the District. These benefits occur for two reasons in the case of the District. First, the general public will be using some of the improvements provided by the District. Second, the proposed infrastructure improvements are required under the Development’s development orders and approvals, which includes not only the District, but also additional facilities outside the District, which will also benefit from District improvements. These incidental public benefits include improvements identified in Exhibit 3.

The proposed Master Project Improvements identified in this Report are intended to provide specific benefit to the assessable real property within the boundaries of the District. The construction and maintenance of the proposed Master Project Improvements are necessary and will benefit the property for the intended use as a residential subdivision. As noted, the District can construct, acquire, own, and/or operate all or a portion of the proposed Master Project Improvements discussed herein. As noted earlier,

it's anticipated the Developer will construct the Master Project infrastructure improvements not financed or acquired by the District.

IV. Description of the Infrastructure and Construction Schedule

1. **Storm Water Management Facilities** The storm water management facilities consist of curb & gutters, inlets, manholes, storm pipes, and drainage swales. Excavation of onsite fill material is required to define the retention pond at appropriate grades to provide adequate stormwater treatment, and to manage the storm water runoff generated by the Development. The storm water management facilities do not include the transportation or use of fill on any of the private lands. The storm water management facilities will be owned, operated and maintained by the District. The District will have easement rights to maintain public storm water improvements located on privately owned property within the District, if any.

See **Exhibit 5** in the **Appendix** for a graphical representation of the storm water management facilities.

2. **Potable Water Distribution Facilities** Potable water for the Development will be provided by Polk County Utilities (PCU). An existing 12-inch water main located on the east side of US Highway 17-92 will provide domestic potable water and fire flow service to the District. Water impact fees are included in the cost of the potable water distribution facilities. For clarity and accurate calculation of construction contingency, these Impact/Connection fees are included separately in the cost summary included in Section VII below.

When completed, the potable water distribution facilities will be dedicated by the District to PCU for ownership, operation and maintenance. All water system impact fees charged by the PCU are included in the cost of these facilities. The District will not finance any water service on private property. See **Exhibit 6** in the **Appendix** for a graphical representation of the water distribution facilities.

3. **Sanitary Sewer Collection & Conveyance Facilities** Sanitary sewer collection and treatment will be provided by PCU. An existing 16 inch force main located on the east side of US Highway 17-92 will provide wastewater service for the District. The Development will be served by gravity sanitary sewer mains and four (4) sanitary sewer lift stations. Sewer impact fees are included in the cost of the sanitary sewer facilities. For clarity and accurate calculation of construction contingency, these impact/connection fees are included separately in the cost summary included in Section VII below.

When completed, the sanitary sewer facilities, including all four lift stations will be dedicated by the District to PCU for ownership, operation and maintenance. All sewer system impact fees charged by PCU are included in the cost of these systems. The District will not finance any sewer lateral on private property. See **Exhibit 7** in the **Appendix** for a graphical representation of the sanitary sewer facilities.

4. **Reclaimed Water Distribution Facilities** Reclaimed water for the Development will be provided by PCU. An existing 12-inch reuse main located on the east side of US Highway 17-92 will provide reuse service to the District.

When completed, the reclaimed water distribution facilities will be dedicated by the District to PCU for operation and maintenance. The District will not finance any reuse service of private property. See **Exhibit 8** in the **Appendix** for a graphical representation of the reclaimed water distribution facilities.

5. **External Roadway Improvements** The external roadway system will consist of stabilized subgrade, limerock base material, and asphalt roadway surface, along with curbs, concrete aprons and other elements intended to provide driving surface for vehicles. The external roadway improvements consist of the extension of Ernie Caldwell Blvd from US Highway 17-92 located on the south side of the District.

When completed, the roadway system will be dedicated by the District to City of Davenport for ownership, operation and maintenance. See **Exhibit 9** in the **Appendix** for a graphical representation of the roadway facilities. Note, all roadways internal to the proposed entrance gates will be privately funded, owned and maintained and are not included in this Report.

6. **Landscape, Irrigation & Hardscape** The development includes the installation of canopy trees along the main boulevard, irrigation and hardscape, all located on land external to the proposed entrance gates. Additionally, the Development includes installation of grass on the pond banks necessary for storm water management purposes.

The landscape, irrigation and hardscape will be turned over to the District for ownership, operation and maintenance. See **Exhibit 10** in the **Appendix** for a graphical representation of the landscape, irrigation and hardscape improvements.

7. **Underground Electrical System** The underground electrical system will consist of carrier pipes, transformers, electrical distribution lines, and other appurtenances to deliver power to the site. The differential cost of undergrounding may be financed by the District; provided, however, such costs are not separately identified in the cost summary included in Section VII below but may be captured within the construction contingency portion of the summary or in an amendment/supplement to this Report.

When completed, the power distribution system will be dedicated by the District to Duke Energy for ownership, operation and maintenance.

8. **Professional and Inspection Fees** Professional services from various consultants are required to design, obtain permits and construct the public infrastructure within the Development. These consultants include but are not limited to: civil engineer; surveyor; environmental scientist; geotechnical engineer; land planner; and land development attorneys. Each agency will charge a plan review fee and an inspection fee for the public infrastructure to insure the public improvements are designed in accordance with the agency's codes and constructed in accordance with the approved

plans. The professional service fees and review/inspection fees are included in the District's public infrastructure facilities costs.

9. Construction Schedule. As of the date of this Report, construction of Phase 1 of the Development is under way. An estimated schedule follows:

<u>Facility</u>	<u>Construction Schedule</u>
Storm Water Management Facilities	4/2026 - TBD
Potable Water Distribution Facilities	4/2026 - TBD
Sanitary Sewer Facilities	4/2026 - TBD
Reclaimed Water Facilities	4/2026 - TBD
Landscape, Irrigation & Hardscape	4/2026 - TBD
Professional and Inspection Fees	4/2026 - TBD

VI. Ownership and Maintenance

After the District has financed and acquired and/or constructed the proposed Master Project improvements, the ultimate ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth below.

<u>Proposed Infrastructure Improvements</u>	<u>Ownership</u>	<u>Operation & Maintenance</u>
Storm Water Management Facilities	CDD ⁽¹⁾	CDD ⁽¹⁾
Potable Water Distribution Facilities	PCU ⁽³⁾	PCU ⁽³⁾
Sanitary Sewer Facilities	PCU ⁽³⁾	PCU ⁽³⁾
Reclaimed Water Distribution Facilities	PCU ⁽³⁾	PCU ⁽³⁾
External Roadway Improvements	City ⁽²⁾	City ⁽²⁾
Landscape, Irrigation & hardscape	CDD ⁽¹⁾	CDD ⁽¹⁾
Underground Electrical System	Duke ⁽⁴⁾	Duke ⁽⁴⁾

Notes:

- (1) Sand & Silica Community Development District
- (2) City of Davenport, Florida
- (3) Polk County Utilities
- (4) Duke Energy

VII. Real Property Interests

Real property interests for the lands within the District needed for Public Improvements will be dedicated by the Developer to the District or other applicable public entity as directed by the District.

VIII. Estimate of Capital Improvement Costs

	CDD Costs
Professional Fees, Permitting Fees, Etc.	\$ 5,463,810.00
Stormwater Management System	\$ 11,762,943.25
External Roadway Improvements	\$ 2,657,285.30
Water Distribution System	\$ 2,525,972.50
Sanitary Collection and Conveyance System	\$ 5,300,351.50
Reclaim Distribution System	\$ 1,756,735.00
Landscape & Hardscape	\$ 1,191,375.00
Construction Contingency	\$ 4,598,770.88
Utility Connection Fees	\$ 8,689,332.00
TOTAL CDD COSTS	\$ 43,946,575.43

Note: Please refer to **Exhibit 11** in Appendix for a detail of the estimated costs above.

IX. Conclusions and Summary Opinion

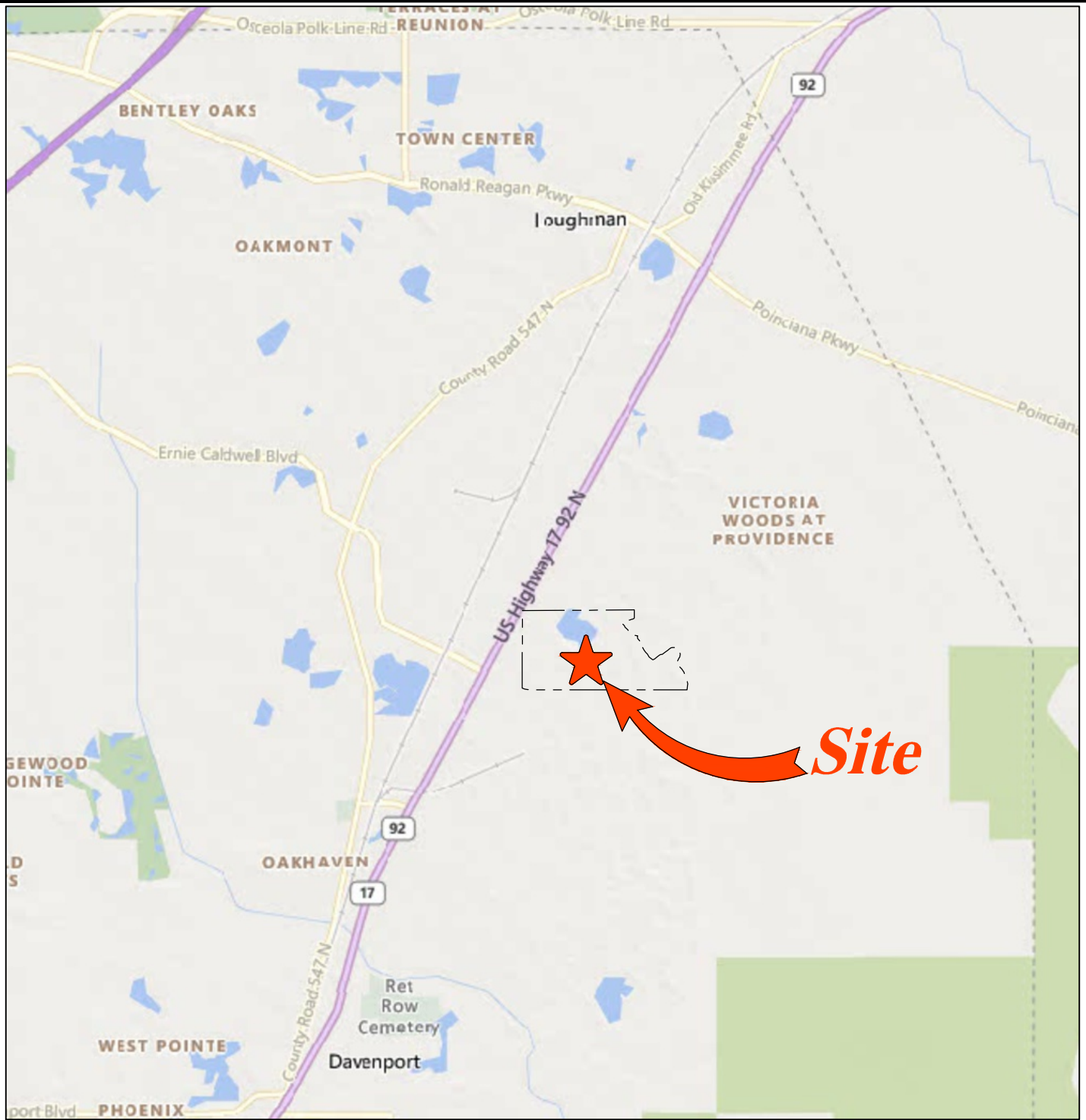
The Project improvements as detailed herein are necessary for the functional development of the District. The planning and design of the public improvements has been completed in accordance with current governmental regulatory requirements. The public improvements will provide the intended function so long as the construction is in substantial compliance with the design and permits. The District intends to fund the acquisition and/or construction of all or portion of the Master Project improvements included in this Report through the issuance of special assessment bonds. The costs provided herein are exclusive of certain legal, administrative, financing, operations, and/or maintenance services necessary to finance, construct, acquire and/or operate the Master Project improvements. The Engineer recommends that the District should levy and collect an annual "Operating and Maintenance Assessment" to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District for the purpose of funding the cost and expenses of maintaining District-owned improvements. It is my professional opinion that the infrastructure improvement cost estimates provided in this Report for the District's proposed Master Project improvements are fair and reasonable to complete the construction of the proposed public improvements and that these Master Project improvements represent a system of improvements that will benefit and add value to all developed land in the District as more fully detailed in the assessment methodology reports prepared by Governmental Management Services-Central Florida, LLC. Such added value shall be at least equal to the costs of such public improvements. All such proposed infrastructure improvements are for accessible public improvements or community facilities as set forth in Chapter 190 of the Florida Statutes.

The estimate of public improvements construction costs is only an estimate and not a guaranteed maximum price. Where necessary, historical costs and information from other professionals or utility consultants and contractors have been used in the preparation of this Report. Consultants and contractors who have contributed in providing the cost data

included in this Report are reputable entities within the area. It is therefore our opinion that the construction of the public improvements can be completed at the costs as stated. It is my view the cost to be paid by the District for the public improvements will not exceed the greater of the actual cost or fair market value of such improvements. The labor market, future costs of equipment and materials, increased regulatory actions and the actual construction process are all beyond control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate. All public improvements will be located on lands owned by the District or other units of local government or the District or other unit of local government will have a perpetual easement.

APPENDIX

EXHIBIT 1 - LOCATION MAP



**OSCEOLA
ENGINEERING
INCORPORATED**
Certificate of Authorization Number: 00028285
1003 Florida Avenue, St. Cloud, FL 34786
(407) 891-0482
Fax: (407) 891-9173

LOCATION MAP

Sand & Silica

**Sections 23, 24, 25, 26
Township 25 S., Range 31 E.
Polk County, Florida**



SCALE: not to scale

EXHIBIT 1

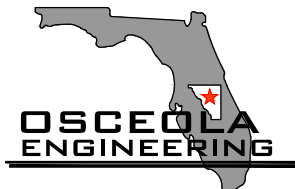
EXHIBIT 2 – DISTRICT LEGAL DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 23, 24, 25, AND 26, TOWNSHIP 26 SOUTH, RANGE 27, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE RUN S00°15'17"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 1,574.31 FEET; THENCE DEPARTING SAID EAST LINE RUN N90°00'00"W, A DISTANCE OF 977.97 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 137.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N06°59'57"E, A DISTANCE OF 172.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 223.00 FEET AND A CENTRAL ANGLE OF 24°41'48"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 96.12 FEET (CHORD BEARING = N05°20'57"W, CHORD = 95.38 FEET); THENCE RUN N17°41'52"W, A DISTANCE OF 226.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 737.08 FEET AND A CENTRAL ANGLE OF 41°48'40"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 537.88 FEET (CHORD BEARING = N38°36'12"W, CHORD = 526.02 FEET); THENCE RUN N30°29'28"E, A DISTANCE OF 226.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 243.00 FEET AND A CENTRAL ANGLE OF 136°33'57"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 579.20 FEET (CHORD BEARING = N37°47'30"W, CHORD = 451.50 FEET); THENCE RUN S52°43'39"W, A DISTANCE OF 73.42 FEET; THENCE RUN S50°39'33"W, A DISTANCE OF 79.46 FEET; THENCE RUN S55°27'37"W, A DISTANCE OF 54.78 FEET; THENCE RUN S55°11'36"W, A DISTANCE OF 89.19 FEET; THENCE RUN S48°48'48"W, A DISTANCE OF 79.76 FEET; THENCE RUN S81°04'20"W, A DISTANCE OF 68.49 FEET; THENCE RUN S58°51'03"W, A DISTANCE OF 60.77 FEET; THENCE RUN S55°38'17"W, A DISTANCE OF 93.78 FEET; THENCE RUN S45°47'45"W, A DISTANCE OF 77.09 FEET; THENCE RUN S59°34'26"W, A DISTANCE OF 67.37 FEET; THENCE RUN S85°03'20"W, A DISTANCE OF 29.39 FEET; THENCE RUN N50°25'12"W, A DISTANCE OF 53.25 FEET; THENCE RUN N48°43'15"W, A DISTANCE OF 43.19 FEET; THENCE RUN N47°37'16"W, A DISTANCE OF 52.88 FEET; THENCE RUN N33°25'34"W, A DISTANCE OF 43.73 FEET; THENCE RUN N32°10'22"W, A DISTANCE OF 72.31 FEET; THENCE RUN N45°12'48"W, A DISTANCE OF 76.60 FEET; THENCE RUN N36°05'26"W, A DISTANCE OF 83.77 FEET; THENCE RUN N27°42'49"W, A DISTANCE OF 71.72 FEET; THENCE RUN N29°21'59"W, A DISTANCE OF 35.96 FEET; THENCE RUN N53°55'01"W, A DISTANCE OF 50.46 FEET; THENCE RUN N56°09'33"W, A DISTANCE OF 73.20 FEET; THENCE RUN N20°56'39"W, A DISTANCE OF 38.48 FEET; THENCE RUN N09°02'04"E, A DISTANCE OF 34.61 FEET; THENCE RUN N20°19'41"E, A DISTANCE OF 25.94 FEET; THENCE RUN N04°13'36"E, A DISTANCE OF 23.19 FEET; THENCE RUN N05°27'07"W, A DISTANCE OF 39.12 FEET; THENCE RUN N34°27'41"W, A DISTANCE OF 29.45 FEET; THENCE RUN N42°07'26"W, A DISTANCE OF 43.87 FEET; THENCE RUN N40°26'29"W, A DISTANCE OF 44.70 FEET; THENCE RUN N13°14'08"W, A DISTANCE OF 36.66 FEET; THENCE RUN N08°59'55"E, A DISTANCE OF 30.92 FEET; THENCE RUN N11°11'00"E, A DISTANCE OF 19.87 FEET; THENCE RUN N63°15'06"W, A DISTANCE OF 0.44 FEET; THENCE RUN N77°06'21"W, A DISTANCE OF 51.55 FEET; THENCE RUN N81°27'02"W, A DISTANCE OF 39.80 FEET; THENCE RUN N65°56'49"W, A DISTANCE OF 37.12 FEET; THENCE RUN N66°03'51"W, A DISTANCE OF 50.00 FEET; THENCE RUN N50°28'38"W, A DISTANCE OF 78.57 FEET; THENCE RUN N53°16'37"W, A DISTANCE OF 74.05 FEET; THENCE RUN N39°34'12"W, A DISTANCE OF 68.18 FEET; THENCE RUN N45°23'19"W, A DISTANCE OF 47.46 FEET; THENCE RUN N40°16'10"W, A DISTANCE OF 51.82 FEET; THENCE RUN N49°09'54"W, A DISTANCE OF 39.62 FEET; THENCE RUN N25°06'36"W, A DISTANCE OF 21.84 FEET; THENCE RUN N30°26'27"W, A DISTANCE OF 38.43 FEET; THENCE RUN N42°20'17"W, A DISTANCE OF 65.33 FEET; THENCE RUN N03°54'47"E, A DISTANCE OF 50.91 FEET; THENCE RUN N45°55'55"E, A DISTANCE OF 48.91 FEET; THENCE RUN N62°56'25"E, A DISTANCE OF 42.23 FEET; THENCE RUN N70°00'36"E, A DISTANCE OF 77.94 FEET; THENCE RUN N76°33'21"E, A DISTANCE OF 81.24 FEET; THENCE RUN N75°49'48"E, A DISTANCE OF 74.10 FEET; THENCE RUN N69°44'44"E, A DISTANCE OF 43.05 FEET; THENCE RUN N59°42'58"E, A DISTANCE OF 40.69 FEET; THENCE RUN N53°34'27"E, A DISTANCE OF 13.49 FEET; THENCE RUN N00°24'23"W, A DISTANCE OF 282.30 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE RUN S89°35'09"W ALONG SAID NORTH LINE, A DISTANCE OF 2,520.20 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE RUN S89°37'46"W ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 1,309.78 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°07'31"W, A DISTANCE OF 2,652.34 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 715.00 FEET AND A CENTRAL ANGLE OF 23°37'44"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 294.87 FEET (CHORD BEARING = S78°11'08"E, CHORD = 292.78 FEET); THENCE RUN N90°00'00"E, A DISTANCE OF 5,359.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 287.90 ACRES, MORE OR LESS.



1003 Florida Avenue, St. Cloud, FL 34769
(407) 891-0452
Fax: (407) 891-9173

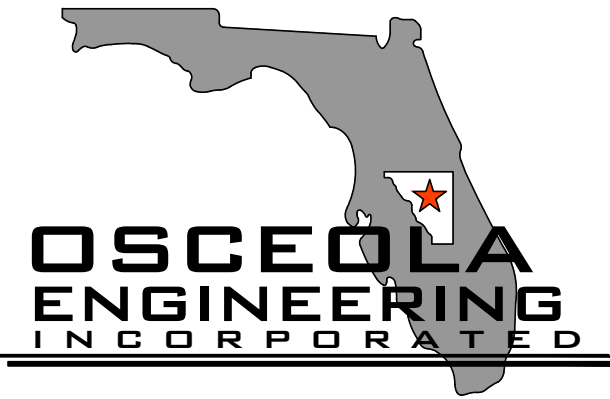
Sand & Silica Community Development District

*District
Description*

EXHIBIT 2

EXHIBIT 3 - PD CONCEPT PLAN

PHASE 1	PHASE 2	PHASE 3	PHASE 4	SHORT TERM RENTAL
50' FRONT LOAD: 61 UNITS (20.20%)	50' FRONT LOAD: 93 UNITS (50.67%)	50' FRONT LOAD: 83 UNITS (31.20%)	50' FRONT LOAD: 103 UNITS (40.23%)	50' FRONT LOAD: 340 UNITS (32.02%)
40' FRONT LOAD: 75 UNITS (24.83%)	40' FRONT LOAD: 97 UNITS (43.11%)	40' FRONT LOAD: 93 UNITS (34.96%)	40' FRONT LOAD: 127 UNITS (49.61%)	40' FRONT LOAD: 392 UNITS (36.62%)
25' TOWNHOME: 166 UNITS (54.97%)	25' TOWNHOME: 54 UNITS (6.22%)	25' TOWNHOME: 90 UNITS (33.84%)	25' TOWNHOME: 26 UNITS (10.16%)	25' TOWNHOME: 336 UNITS (31.36%)
TOTAL: 302 UNITS	TOTAL: 244 UNITS	TOTAL: 266 UNITS	TOTAL: 256 UNITS	TOTAL: 1068 UNITS



civil engineers
environmental engineers
landscape architects
land planners &
transportation engineers

address:

osceola engineering incorporated
certificate of authorization
number# 00026265
1003 florida avenue
city of saint cloud
florida 34769
telephone: (407) 891-0452
facsimile: (407) 891-9173

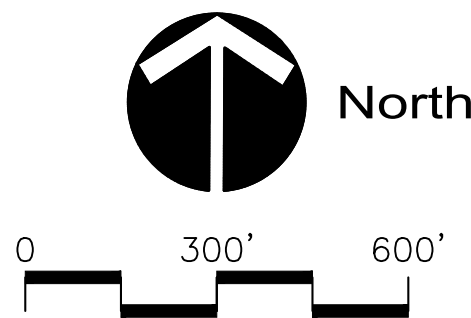
project:
**Sand &
Silica**

drawing:

Master Site Plan

location:

Section 27,
Township 26 S.,
Range 26 E.
Davenport, Florida



Scale: 1" = 300'

Date: July 13, 2026

sheet:

FIGURE 1

file:M:\2023\23-024 Sand & Silica
Property\Cadd\Development
Plans\Construction
Plans\XREF\23-024 MODEL -

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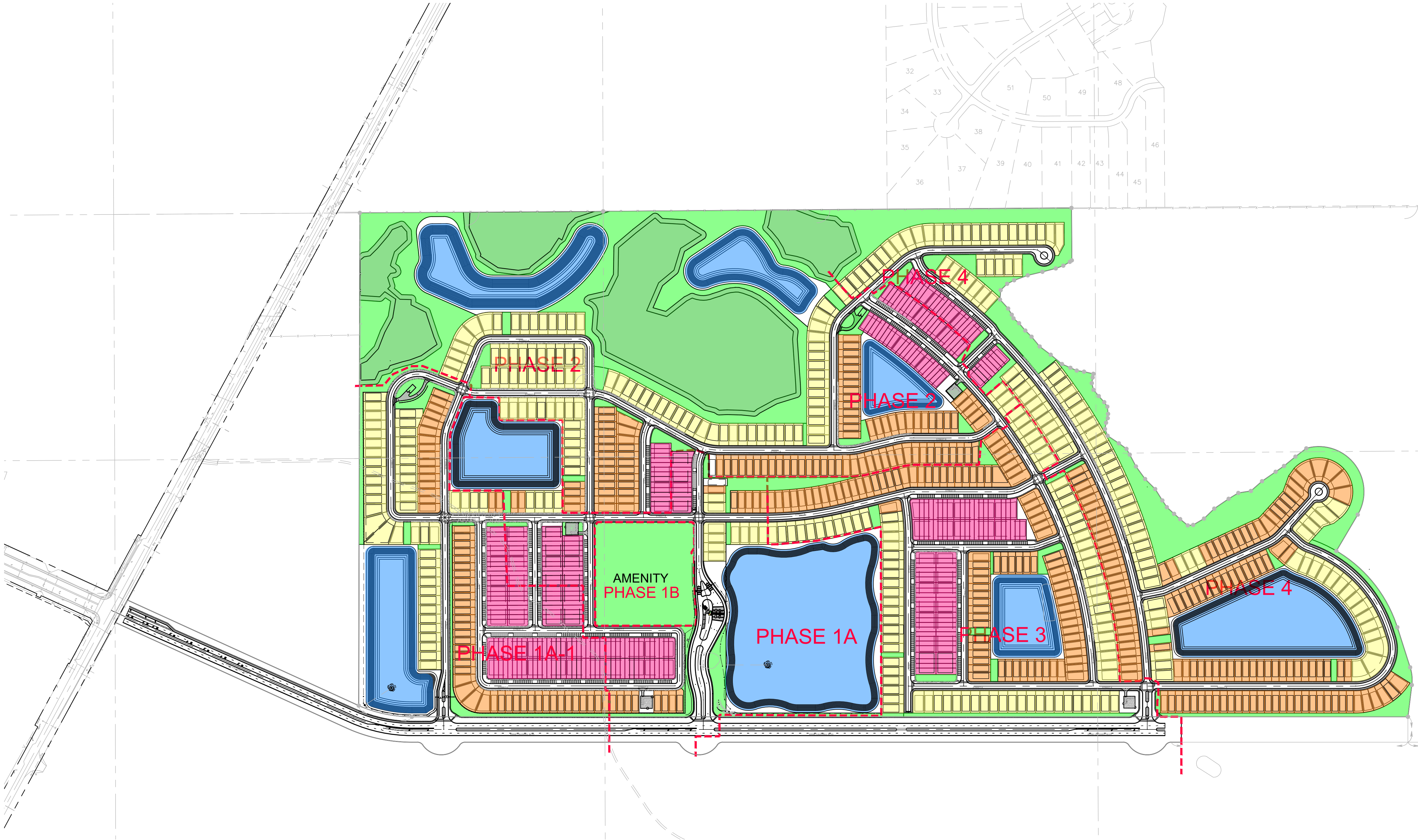
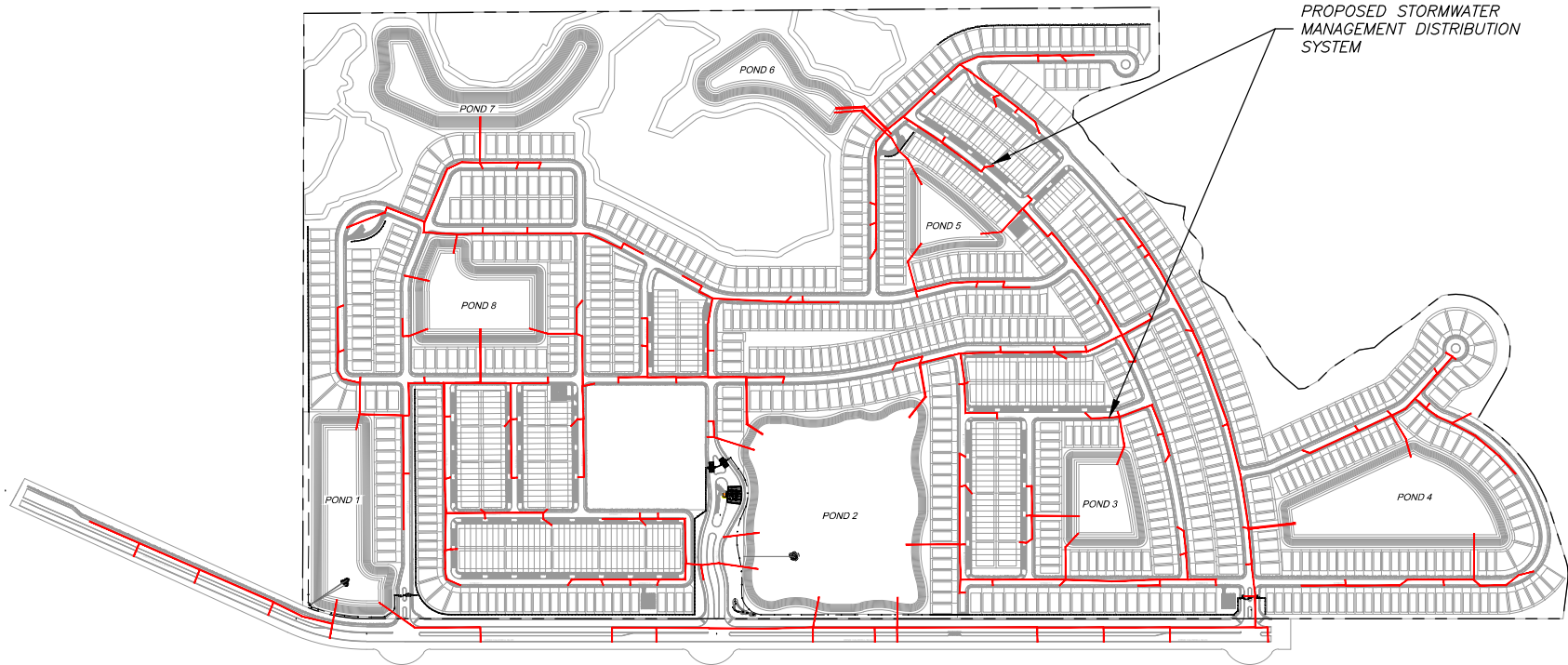


EXHIBIT 4 – DEVELOPMENT PERMIT STATUS

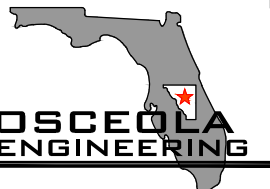
Development Permit Status

1. Southwest Florida Water Management District (SWFWMD):
 - Environmental Resource Individual Construction Permit
(Permit No. 43048312.000; November 5, 2025)
 - Water Use Permit Notice of Intended Agency Action Letter Approval
(Permit No. 20 021259.000; November 21, 2025)
2. City of Davenport
 - Planned Unit Development Approval
(Ordinance No. 1321; October 24, 2024)
 - Amended Planned Unit Development Approval
(Ordinance No. 1442; March 16, 2026)
 - Preliminary Plat Approval
(March 17, 2025)
 - Site Development Plan Approval
(March 3, 2026)
3. Polk County
 - Site Development Plan Onsite Utilities (Level 2)
(LDRES-2025-13; January 27, 2026)
4. State of Florida Department of Environmental Protection (FDEP)
 - Potable Water Supply Distribution System Permit
(127239-601; April 8, 2026)
 - Domestic Wastewater/Transmission System Permit
(CS53-0031276-507-DWC/CM; April 17, 2026)
 - National Pollutant Discharge Elimination System N.O.I.

EXHIBIT 5 – STORMWATER MANAGEMENT FACILITIES EXHIBIT

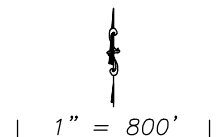


PROPOSED STORMWATER
MANAGEMENT DISTRIBUTION
SYSTEM



1003 Florida Avenue, St. Cloud, FL 34769
(407) 891-0452
Fax: (407) 891-9173

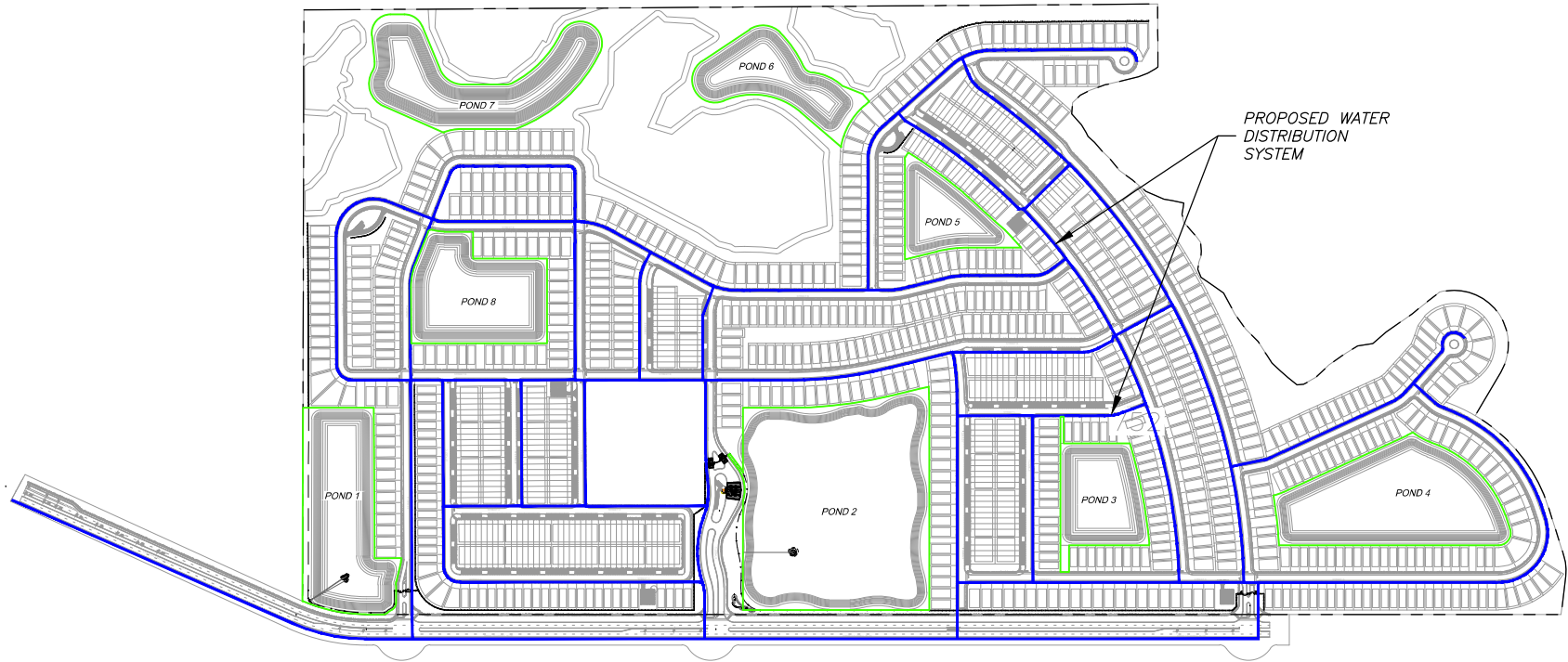
Sand & Silica Community Development District



Stormwater
Management Map

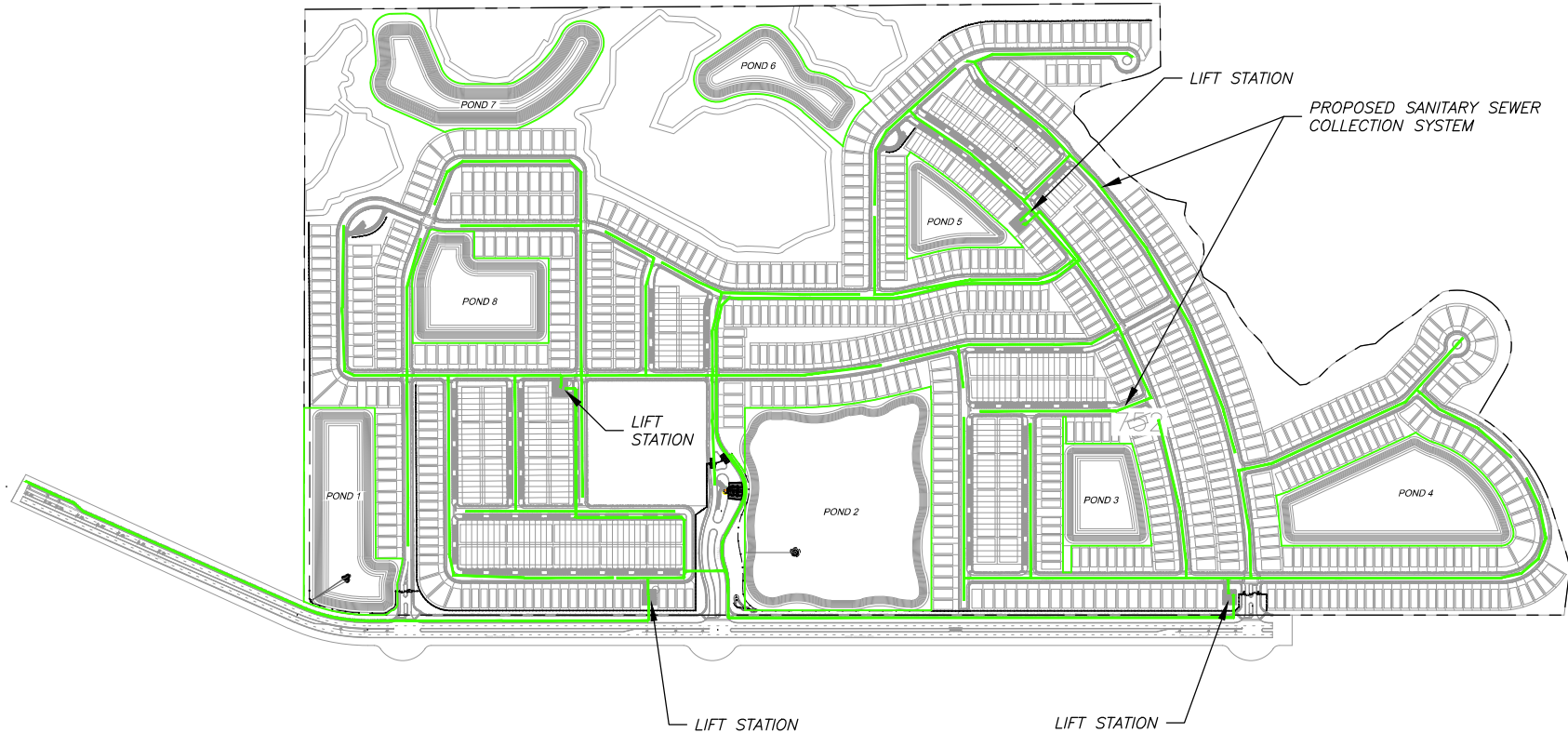
EXHIBIT 5

EXHIBIT 6 – WATER DISTRIBUTION FACILITIES EXHIBIT



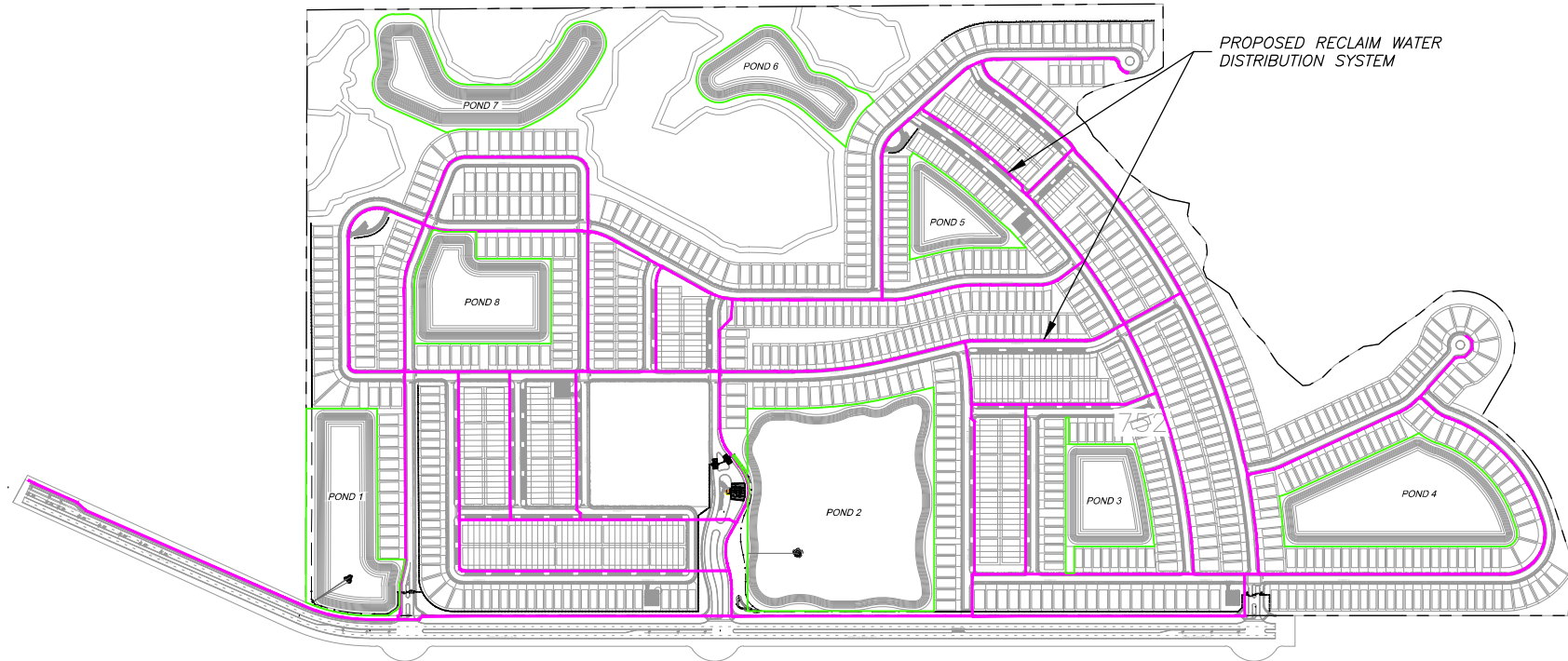
Sand & Silica Community Development District

EXHIBIT 7 – SANITARY SEWER FACILITIES EXHIBIT



Sand & Silica Community Development District

EXHIBIT 8 – RECLAIM DISTRIBUTION FACILITIES EXHIBIT

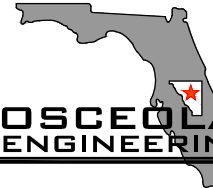
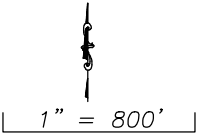


Sand & Silica *Community Development District*

EXHIBIT 9 – EXTERNAL ROADWAY IMPROVEMENT PLAN EXHIBIT



PROPOSED EXTERNAL
ROADWAY IMPROVEMENTS



**OSCEOLA
ENGINEERING**

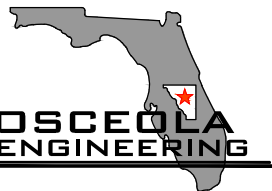
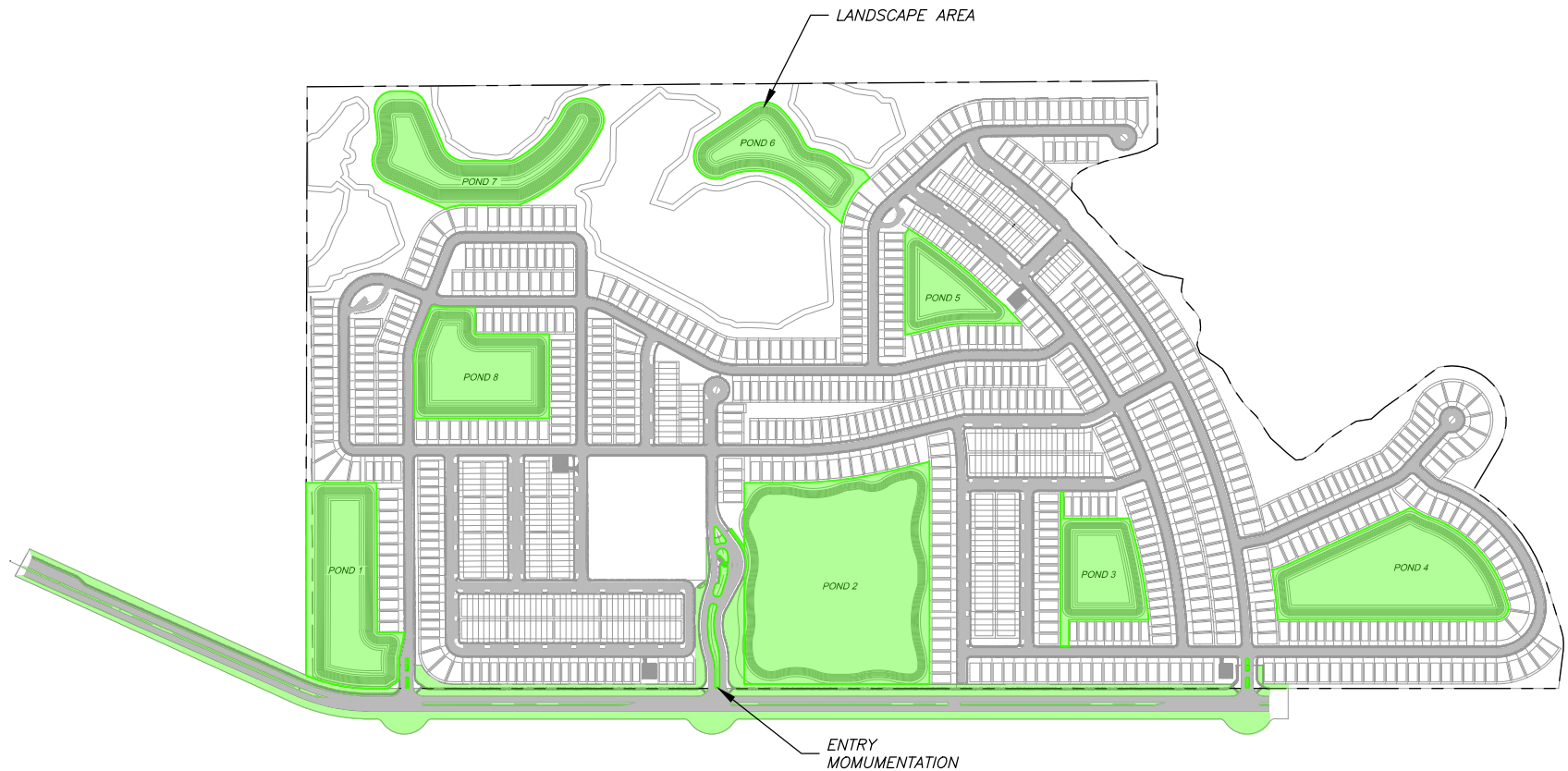
1003 Florida Avenue, St. Cloud, FL 34769
(407) 891-0452
Fax: (407) 891-9173

Sand & Silica Community Development District

*External Roadway
Improvement Plan*

EXHIBIT 9

EXHIBIT 10 – LANDSCAPE/HARDSCAPE/IRRIGATION EXHIBIT



1003 Florida Avenue, St. Cloud, FL 34769
(407) 891-0452
Fax: (407) 891-9173

Sand & Silica Community Development District

1" = 800'
Landscape, Hardscape
& Irrigation Exhibit

EXHIBIT 10

EXHIBIT 11 – INFRASTRUCTURE COST SUMMARY

**Sand & Silica Community Development District
Engineer's Estimate of Probable Costs**

	CDD Costs
Professional Fees, Permitting Fees, Etc.	\$ 5,463,810.00
Stormwater Management System	\$ 11,762,943.25
External Roadway Improvements	\$ 2,657,285.30
Water Distribution System	\$ 2,525,972.50
Sanitary Collection and Conveyance System	\$ 5,300,351.50
Reclaim Distribution System	\$ 1,756,735.00
Landscape & Hardscape	\$ 1,191,375.00
Construction Contingency	\$ 4,598,770.88
Utility Connection Fees	\$ 8,689,332.00
TOTAL CDD COSTs	\$ 43,946,575.43

SECTION B

**MASTER
ASSESSMENT METHODOLOGY**

**FOR
SAND & SILICA
COMMUNITY DEVELOPMENT DISTRICT**

DRAFT

Date: July 16, 2026

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



Table of Contents

1.0 Introduction	3
1.1 Purpose	3
1.2 Background.....	3
1.3 Special Benefits and General Benefits	4
1.4 Requirements of a Valid Assessment Methodology	5
1.5 Special Benefits Exceed the Costs Allocated	5
2.0 Assessment Methodology	6
2.1 Overview	6
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit	7
2.4 Lienability Test: Special and Peculiar Benefit to the Property	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments.....	8
3.0 True-Up Mechanism.....	9
4.0 Assessment Roll	9
5.0 Appendix	10
Table 1: Development Program.....	10
Table 2: Infrastructure Cost Estimates	11
Table 3: Bond Sizing.....	12
Table 4: Allocation of Benefit.....	13
Table 5: Allocation of Benefit/Total Par Debt to Each Product Type	14
Table 6: Par Debt and Annual Assessments	15
Table 7: Preliminary Assessment Roll	16

GMS-Central Florida, LLC does not represent Sand & Silica Community Development District as a Municipal Advisor or Securities Broker nor is GMS-Central Florida, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-Central Florida, LLC does not provide Sand & Silica Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

Sand & Silica Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the “District”). The District plans to issue up to \$58,120,000 of special assessment bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Master Engineer’s Report dated July 16, 2026, prepared by Osceola Engineering, Inc., as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates financing the construction or acquisition of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report (the “Assessment Report”) provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District’s capital improvement plan (“CIP”). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 170, 190, and 197, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes, collected directly, or through any other legal means of collection available to the District. The District reserves the right to create one or more designated assessment areas with respect to each series of Bonds issued. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 287.90 acres within the City of Davenport, Florida within Polk County, Florida. The development program currently envisions approximately 1,068 residential units (herein the “Development”). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit the assessable property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain professional fees, permitting fees, etc., stormwater management system, external roadway improvements, water distribution system, sanitary collection and conveyance system, reclaim distribution system, landscape & hardscape, construction contingency, and utility connection fees, along with any other public projects authorized by Florida law. The acquisition and construction costs are summarized in Table 2.

The Assessment Report is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that are necessary to develop the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property within the District, different in kind and degree than general benefits, for properties outside its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special

benefits not received by those outside the District's boundaries. The District has determined that the general benefits conferred upon the public at large and properties outside the District are de minimis in relation to the special and peculiar benefits conferred upon assessed properties within the District. Accordingly, no portion of the assessments levied hereunder represents a charge for general benefits, and the full amount of the assessments reflects only special benefits conferred upon the assessed properties.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two requirements for valid special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$43,946,575. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately \$58,120,000. Additionally, funding required to complete the CIP which is not financed with Bonds is expected to be funded by Pulte Home Company, LLC, its successors, assigns or future purchaser or another related entity (the "Developer"). Without the CIP, the property would not be able to be developed and occupied by future residents of the community. For each product type within the District, the special and peculiar benefits received - including the added use of the property, added enjoyment, and increased marketability and increased value resulting from the CIP - are greater than the assessments allocated to that product type as set forth in Tables 5 and 6. This finding is supported by the fact that the CIP is necessary to enable development of the property and that the market value attributable to a fully serviced lot in this location exceeds the per-unit assessment obligations set forth herein.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue Bonds in an amount up to \$58,120,000, in one or more series to fund the District's CIP, provide for capitalized interest, fund one or more debt service reserve accounts and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$58,120,000 in debt to the properties benefiting from the CIP. This Assessment Report will be supplemented to reflect actual bond terms.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development. These construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$43,946,575. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately \$58,120,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting, site planning, or the recording of declaration of condominium, or revisions thereto ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 1,068 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

Until all the land within the District has been platted and sold, the assessments on the portion of the land that has not been platted and sold are not fixed and determinable.

The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands could be subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The CIP consists of offsite improvements, professional fees, permitting fees, etc., stormwater management system, external roadway improvements, water distribution system, sanitary collection and conveyance system, reclaim distribution system, landscape & hardscape, construction contingency, and utility connection fees. There are three residential product types within the planned development. The Single Family 50' unit has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The ERU factors for each product type are based on the relative special benefit each product type receives from the CIP, as measured by factors including lot size, anticipated impervious surface area, demand placed on stormwater, utility and roadway infrastructure, and access to parks and amenities. A Townhome unit, with a smaller footprint and shared walls, is estimated to generate proportionally less demand on the CIP improvements and has been assigned an ERU factor of 0.50. A Single Family 40' unit, with a larger footprint than a Townhome but smaller than a Single Family 50' unit, has been assigned an ERU factor of 0.80. A Single Family 50' unit, having the largest footprint and placing the greatest demand on the CIP, serves as the base unit at 1.00 ERU. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These may include but are not limited to professional fees, permitting fees, etc., stormwater management system, external roadway improvements, water distribution system, sanitary collection and conveyance system, reclaim distribution system, landscape & hardscape, construction contingency, and utility connection fees. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the assessable property within the District, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of CIP, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the assessable property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the applicable landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt assessments will be required. In addition, if any Unassigned Property is permanently removed from the developable land base for any reason (including changes in entitlements, environmental restrictions, dedication, or condemnation), the District shall treat such removal as a triggering event requiring a true-up calculation, and the applicable landowner shall be required to make a true-up payment.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 7. If the land use plan changes, then the District will update Tables 1, 4, 5 and 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

Product Types	Phase 1	Phase 2	Phase 3	Phase 4	Totals*	ERUs per Unit (1)	Total ERUs
Townhome - 25'	166	54	90	26	336	0.50	168.00
Single Family - 40'	75	97	93	127	392	0.80	313.60
Single Family - 50'	61	93	83	103	340	1.00	340.00
Total Units					1,068		821.60

(1) Benefit is allocated on an ERU basis based on the special benefit received from the CIP improvements. The allocation is density of planned development, with a Single Family 50' unit equal to 1 ERU. The District has determined that this allocation methodology provides a fair and reasonable apportionment of the debt among the benefited properties in accordance with Section 170.201, Florida Statutes

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Professional Fees, Permitting Fees, Etc.	\$5,463,810
Stormwater Management System	\$11,762,943
External Roadway Improvements	\$2,657,285
Water Distribution System	\$2,525,973
Sanitary Collection and Conveyance System	\$5,300,352
Reclaim Distribution System	\$1,756,735
Landscape & Hardscape	\$1,191,375
Construction Contingency	\$4,598,771
Utility Connection Fees	\$8,689,332
	\$43,946,575

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated July 16, 2026

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$43,946,575
Debt Service Reserve	\$4,450,681
Capitalized Interest	\$7,555,600
Underwriters Discount	\$1,162,400
Cost of Issuance	\$1,000,000
Rounding	\$4,744
Par Amount*	\$58,120,000

Bond Assumptions:

Average Coupon	6.50%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements	
					Costs Per Product Type	Improvement Costs Per Unit
Townhome - 25'	336	0.50	168.00	20.45%	\$8,986,155	\$26,745
Single Family - 40'	392	0.80	313.60	38.17%	\$16,774,155	\$42,791
Single Family - 50'	340	1.00	340.00	41.38%	\$18,186,265	\$53,489
Totals	1,068		821.60	100.00%	\$43,946,575	

* Unit mix is subject to change based on marketing and other factors

TABLE 5
SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT/ TOTAL PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Total Improvements Costs Per Product	Allocation of Par Debt Per Product	Par Debt Per Unit
		Type	Type	
Townhome - 25'	336	\$8,986,155	\$11,884,323	\$35,370
Single Family - 40'	392	\$16,774,155	\$22,184,070	\$56,592
Single Family - 50'	340	\$18,186,265	\$24,051,607	\$70,740
Totals	1,068	\$43,946,575	\$58,120,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome - 25'	336	\$11,884,323	\$35,370	\$910,071	\$2,709	\$2,912
Single Family - 40'	392	\$22,184,070	\$56,592	\$1,698,799	\$4,334	\$4,660
Single Family - 50'	340	\$24,051,607	\$70,740	\$1,841,811	\$5,417	\$5,825
Totals	1,068	\$58,120,000		\$4,450,681		

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Owner	Parcel ID	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
PULTE HOME COMPANY, LLC	SAND & SILICA CDD	287.90	\$201,876	\$58,120,000	\$4,450,681	\$4,785,678
Totals		287.90		\$58,120,000	\$4,450,681	\$4,785,678

(1) This amount includes 7% to cover collection costs and early payment discounts when collected utilizing the uniform method. As authorized by Section 197.3632, Florida Statutes, when collected utilizing the uniform method of collection pursuant to Chapter 197, Florida Statutes

Annual Assessment Periods	30
Average Coupon Rate (%)	6.50%
Maximum Annual Debt Service	\$4,450,681

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

EXHIBIT "A" SAND & SILICA CDD LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 23, 24, 25, AND 26, TOWNSHIP 25 SOUTH, RANGE 27, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE RUN S00°15'17"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 1,574.31 FEET; THENCE DEPARTING SAID EAST LINE RUN N90°00'00"W, A DISTANCE OF 977.97 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 137.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N06°59'57"E, A DISTANCE OF 172.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 223.00 FEET AND A CENTRAL ANGLE OF 24°41'48"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 86.12 FEET (CHORD BEARING = N05°20'57"W, CHORD = 95.38 FEET); THENCE RUN N17°41'52"W, A DISTANCE OF 226.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 737.06 FEET AND A CENTRAL ANGLE OF 41°48'40"; THENCE RUN N30°29'28"E, A DISTANCE OF 226.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 243.00 FEET AND A CENTRAL ANGLE OF 135°33'57"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 579.20 FEET (CHORD BEARING = N37°47'30"W, CHORD = 451.50 FEET); THENCE RUN S52°43'39"W, A DISTANCE OF 73.42 FEET; THENCE RUN S50°39'33"W, A DISTANCE OF 79.46 FEET; THENCE RUN S55°27'37"W, A DISTANCE OF 54.78 FEET; THENCE RUN S55°11'36"W, A DISTANCE OF 89.19 FEET; THENCE RUN S48°46'48"W, A DISTANCE OF 78.76 FEET; THENCE RUN S81°04'20"W, A DISTANCE OF 68.49 FEET; THENCE RUN S56°51'03"W, A DISTANCE OF 60.77 FEET; THENCE RUN S55°38'17"W, A DISTANCE OF 93.78 FEET; THENCE RUN S45°47'45"W, A DISTANCE OF 77.09 FEET; THENCE RUN S59°34'26"W, A DISTANCE OF 67.37 FEET; THENCE RUN S85°03'20"W, A DISTANCE OF 29.39 FEET; THENCE RUN N50°25'12"W, A DISTANCE OF 53.25 FEET; THENCE RUN N48°43'15"W, A DISTANCE OF 43.10 FEET; THENCE RUN N47°37'16"W, A DISTANCE OF 52.89 FEET; THENCE RUN N33°25'34"W, A DISTANCE OF 43.73 FEET; THENCE RUN N32°10'22"W, A DISTANCE OF 72.31 FEET; THENCE RUN N45°12'48"W, A DISTANCE OF 76.60 FEET; THENCE RUN N38°05'26"W, A DISTANCE OF 83.77 FEET; THENCE RUN N27°42'49"W, A DISTANCE OF 71.72 FEET; THENCE RUN N29°21'59"W, A DISTANCE OF 35.98 FEET; THENCE RUN N53°55'01"W, A DISTANCE OF 50.46 FEET; THENCE RUN N55°09'33"W, A DISTANCE OF 73.20 FEET; THENCE RUN N20°58'39"W, A DISTANCE OF 38.48 FEET; THENCE RUN N08°02'04"E, A DISTANCE OF 34.61 FEET; THENCE RUN N20°19'41"E, A DISTANCE OF 25.94 FEET; THENCE RUN N04°13'36"E, A DISTANCE OF 23.19 FEET; THENCE RUN N05°27'07"W, A DISTANCE OF 39.12 FEET; THENCE RUN N34°27'41"W, A DISTANCE OF 29.45 FEET; THENCE RUN N42°07'26"W, A DISTANCE OF 43.87 FEET; THENCE RUN N40°26'29"W, A DISTANCE OF 44.70 FEET; THENCE RUN N13°14'08"W, A DISTANCE OF 36.66 FEET; THENCE RUN N08°59'55"E, A DISTANCE OF 30.92 FEET; THENCE RUN N11°11'00"E, A DISTANCE OF 10.87 FEET; THENCE RUN N63°15'08"W, A DISTANCE OF 0.44 FEET; THENCE RUN N77°08'21"W, A DISTANCE OF 51.55 FEET; THENCE RUN N81°27'02"W, A DISTANCE OF 39.80 FEET; THENCE RUN N85°58'49"W, A DISTANCE OF 37.12 FEET; THENCE RUN N88°03'51"W, A DISTANCE OF 50.00 FEET; THENCE RUN N50°28'38"W, A DISTANCE OF 78.57 FEET; THENCE RUN N53°18'37"W, A DISTANCE OF 74.05 FEET; THENCE RUN N58°34'12"W, A DISTANCE OF 68.10 FEET; THENCE RUN N45°23'19"W, A DISTANCE OF 47.48 FEET; THENCE RUN N40°16'10"W, A DISTANCE OF 51.82 FEET; THENCE RUN N49°09'54"W, A DISTANCE OF 39.62 FEET; THENCE RUN N25°06'36"W, A DISTANCE OF 21.84 FEET; THENCE RUN N30°26'27"W, A DISTANCE OF 38.43 FEET; THENCE RUN N42°20'17"W, A DISTANCE OF 65.33 FEET; THENCE RUN N03°54'47"E, A DISTANCE OF 50.91 FEET; THENCE RUN N45°55'55"E, A DISTANCE OF 48.91 FEET; THENCE RUN N62°58'25"E, A DISTANCE OF 42.23 FEET; THENCE RUN N70°00'36"E, A DISTANCE OF 77.84 FEET; THENCE RUN N78°33'21"E, A DISTANCE OF 81.24 FEET; THENCE RUN N75°48'48"E, A DISTANCE OF 74.10 FEET; THENCE RUN N89°44'44"E, A DISTANCE OF 43.05 FEET; THENCE RUN N59°42'58"E, A DISTANCE OF 40.69 FEET; THENCE RUN N53°34'27"E, A DISTANCE OF 13.49 FEET; THENCE RUN N00°24'23"W, A DISTANCE OF 282.30 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE RUN S89°35'09"W ALONG SAID NORTH LINE, A DISTANCE OF 2,520.20 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE RUN S89°37'45"W ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 1,309.78 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°07'31"W, A DISTANCE OF 2,852.34 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 715.00 FEET AND A CENTRAL ANGLE OF 23°37'44"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 284.87 FEET (CHORD BEARING = S78°11'08"E, CHORD = 292.78 FEET); THENCE RUN N90°00'00"E, A DISTANCE OF 5,359.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 287.90 ACRES, MORE OR LESS.

NOTES

*BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83, 2007 ADJUSTMENT).
*THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
*THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, NO CORNERS WERE SET AS A PART OF THIS SKETCH.

ABBREVIATIONS/LEGEND
SEC. SECTION
O.R.B. OFFICIAL RECORDS BOOK
PGS. PAGES
TEMP. TEMPORARY
R. RADIUS
L. LENGTH
CB. CHORD BEARING
CD. CHORD DISTANCE
A. CENTRAL ANGLE
O. DESCRIPTIVE POINT

REQUESTED BY: PULTE GROUP

DATE OF SKETCH	12/3/2024	REVISIONS	
SCALE	1" = 400'		
F.B.	PAGE		
SECTION	23/24/25/26		
TWP.	25 S., RND. 27 E.		
JOB NO.	23-461	SHEET 1 OF 5	

JOHNSTON'S
SURVEYING INC.
900 Cross Pointe Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-8140 LD 998

[Signature] 12/4/2024
RICHARD D. BROWN, P.S.M. #5700 (DATE)
NOTE: NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL.

SECTION D

RESOLUTION 2026-32

A RESOLUTION OF THE SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING ASSESSMENTS (AS HEREINAFTER DEFINED) ON PROPERTY SPECIALLY BENEFITED BY THE PROJECT (AS HEREINAFTER DEFINED) TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, Sand & Silica Community Development District (“**District**”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (“**Board**”) noticed and conducted a public hearing pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SAND & SILICA COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct certain infrastructure projects and services necessitated by the development of, and serving certain lands within the District as described in the *Master Engineer’s Report* dated July 2026 (the “**Engineer’s Report**”) attached as **Exhibit A** hereto and incorporated herein by this reference (together the “**Project**”).

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment revenue bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Project, the nature and location of which was initially described in Resolution 2026-30 and is shown in the Engineer's Report, and which Project's plans and specifications are on file at 291 East Livingston Street, Orlando, Florida, 32801 ("**District Records Offices**"); (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Project, the levying of such Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Project which are to be assessed against the benefitted properties, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its special assessment revenue bonds, in one or more series (the "**Bonds**").

(g) By Resolution 2026-30, the Board determined to provide the Project and to defray the costs thereof by making Assessments on benefited property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Assessments. Resolution 2026-30 was adopted in compliance with the requirements of section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2026-30, said Resolution 2026-30 was published as required by section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the District.

(i) As directed by Resolution 2026-30, a preliminary assessment roll was adopted and filed with the Board as required by section 170.06, *Florida Statutes*.

(j) As required by section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2026-31, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel and

provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the District.

(l) On August 20, 2026, at the time and place specified in Resolution 2026-31 and the notice referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer's Report, which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Assessment Methodology* dated July 16, 2026 (the "**Assessment Methodology**," attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such Exhibit B (the "**Assessments**"); and

(iii) the Assessment Methodology is hereby approved, adopted and confirmed. The District authorizes its use in connection with the issuance of the Bonds;

(iv) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in Exhibit B;

(v) it is in the best interests of the District that the Assessments be paid and collected as herein provided; and

(vi) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Methodology in order to ensure that all parcels of real property benefiting from the Project are assessed

accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain Project for construction of infrastructure improvements initially described in Resolution 2026-30, and more specifically identified and described in Exhibit A attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Project and the costs to be paid by Assessments on all specially benefited property are set forth in Exhibits A and B, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on the parcels specially benefited by the Project, all as specified in the final assessment roll set forth in Exhibit B, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in Exhibit B, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessment against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series

of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Project, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entire Project has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project, unless such option has been waived by the owner of the land subject to the Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received and/or value received for impact fee credits shall be applied against the Project costs and/or the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessment up to two times if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by sections 197.3632 and 197.3635, *Florida Statutes* (the "**Uniform Method**"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The

District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Polk County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Methodology, attached hereto as Exhibit B, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the Bonds shall be allocated as set forth in the Assessment Methodology. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Assessments to be reallocated to the units being platted and the remaining property in accordance with Exhibit B, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in Exhibit B, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding that Pulte Home Company, LLC, the current landowner and developer, intends to develop the unit numbers and types shown in Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in Exhibit B from being developed. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology, as described in the Assessment Methodology, to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Project, the Board shall by resolution

take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the Project funded by the corresponding series of Bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Polk County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED THIS 20th DAY OF AUGUST 2026.

**SAND & SILICA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors

Exhibit A: *Master Engineer's Report* dated July 2026

Exhibit B: *Master Assessment Methodology* dated July 16, 2026